

**MEMORANDUM OF AGREEMENT CONCERNING
ABANDONED SHOPPING CARTS
BETWEEN THE CITY OF FAYETTEVILLE AND RETAILERS
OPERATING IN FAYETTEVILLE**

WHEREAS; the City of Fayetteville wishes to see a reduction in the number of shopping carts abandoned in its neighborhoods; and

WHEREAS; merchants provide a valuable service to the citizens of the City of Fayetteville and contribute significantly to the economy of Fayetteville through property taxes, sales taxes and charitable giving; and

WHEREAS; it is against North Carolina General Statute (N.C.G.S. 14-72.3) to remove a shopping cart from the premises of a store without the consent, given at the time of the removal, of the store owner, manager, agent or employee;

WHEREAS; the City of Fayetteville and merchants operating in the City of Fayetteville wish to work in a partnership to focus on affordable and preventative measures to mitigate the illegal removal of shopping carts from store premises;

BE IT RESOLVED that representatives of the City of Fayetteville and representatives of the North Carolina Retail Merchants Association agree that it is in the best interest of each Party to undertake no less than four of the following Best Practices to reduce stolen and abandoned shopping carts:

North Carolina Retail Merchants Association—Retailers Operating in Fayetteville

Retailer Best Practices

- Post signs (consistent verbiage in English and Spanish) where feasible such as shopping cart corrals and parking lot exits;
- Patrol off-site to gather abandoned carts;
- Conduct a quarterly inventory of carts;
- Make bags or other means of transporting purchased items available for sale;
- Make customers aware of any delivery or curbside pickup options available
- Send retailer employees to bus stops located close to store locations to retrieve abandoned shopping carts; and
- Each merchant will designate a contact person for the City to contact to retrieve abandon shopping carts.

The City of Fayetteville Best Practices

- The City of Fayetteville will assist with educating the public through signage around high volume areas, community meetings and public forums, media, and other agreed-upon methods;
- The City of Fayetteville will work with the North Carolina Retail Merchants Association to promote media coverage;
- The City of Fayetteville will report the location of abandoned shopping carts to the merchant's designated contact when, if in the course of the workday, they come across shopping carts. Shopping carts not recovered in 72 hours of retailer notification will be collected and disposed of by the City;
- The City of Fayetteville will collect and dispose of shopping carts that are damaged and unidentifiable;
- The City of Fayetteville will request police to inform citizens that removing shopping carts from store premises is illegal and in violation of N.C.G.S. 14-72.3; and
- The City of Fayetteville agrees to educate citizens through monthly neighborhood meetings regularly.

General Provisions

- 1) This Agreement can be altered, or modified at any time by mutual agreement between both parties;
- 2) The City of Fayetteville and the North Carolina Retail Merchants Association agree to enter into this initial Agreement to work cooperatively for a period of twelve (12) months. To manage shopping cart removal from neighborhoods in the City of Fayetteville after such time, the parties will assess the need to continue or make mutually agreed-upon adjustments;
- 3) The City of Fayetteville and the North Carolina Retail Merchants Association will monitor the progress according to the Agreement and hold a mid-cycle progress meeting to evaluate the success of the Agreement; and
- 4) The City of Fayetteville and the North Carolina Retail Merchants Association may terminate this Agreement with written notice of termination to the other Party at any point during the process.